

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

VOX BUSINESS TRUST, LLC,
a Massachusetts Limited Liability Company,

Plaintiff,

CASE NO.: 9:24-cv-80028- AMC

v.

GLOBAL DIGITAL SOLUTIONS, INC.,
a New Jersey Corporation,

Defendant.

_____ /

**DEFENDANT’S ANSWER, DEFENSES AND AFFIRMATIVE
DEFENSES TO PLAINTIFF’S COMPLAINT (DOC. 1)**

Global Digital Solutions, Inc. (“Global” or “Defendant”) hereby files this Answer, Defenses and Affirmative Defenses to Plaintiff Vox Business Trust, LLC (“Vox” or “Plaintiff”)’s Complaint (Doc. 1) and asserts as follows:

Parties, Jurisdiction, and Venue

1. Global is without knowledge as to the allegations set forth in paragraph 1 of the Complaint, and, as such, denies such allegations.
2. Global admits the allegations set forth in paragraph 2 of the Complaint.
3. Global admits the allegations set forth in paragraph 3 of the Complaint for jurisdictional purposes only.

4. Global admits the allegations set forth in paragraph 4 of the Complaint for jurisdictional and venue purposes only.

General Allegations

5. Global is without knowledge as to the allegations set forth in paragraph 5 of the Complaint regarding the owners of Vox, and, as such, denies such allegations. Global denies the remaining allegations of paragraph 5 of the Complaint.

6. Global asserts that the express language of the Consulting Agreement speaks for itself. Global denies the allegations set forth in paragraph 6 of the Complaint as stated.

7. Global asserts that the express language of the Note speaks for itself. Global denies the allegations set forth in paragraph 7 of the Complaint as stated.

8. Global asserts that the express language of the Note speaks for itself. Global denies the allegations set forth in paragraph 8 of the Complaint as stated.

9. Global asserts that the express language of the Note speaks for itself. Global denies the allegations set forth in paragraph 9 of the Complaint as stated.

10. Global asserts that the express language of the Note speaks for itself. Global denies the allegations set forth in paragraph 10 of the Complaint as stated.

11. Global asserts that the express language of the Note speaks for itself.

Global denies the allegations set forth in paragraph 11 of the Complaint as stated.

12. Global asserts that the express language of the pleadings, orders and judgment in Case No. 9:18-cv-80106-DMM speaks for itself. Global denies the allegations set forth in paragraph 12 of the Complaint as stated.

13. Global asserts that the express language of the Note speaks for itself. Global denies the allegations set forth in paragraph 13 of the Complaint as stated.

14. Global asserts that the express language of the Note speaks for itself. Global denies the allegations set forth in paragraph 14 of the Complaint as stated.

15. Global denies the allegations set forth in paragraph 15 of the Complaint.

16. Global asserts that the express language of the November 2, 2023 correspondence speaks for itself. Global denies the allegations set forth in paragraph 16 of the Complaint as stated.

17. Global asserts that the express language of the Note speaks for itself. Global denies the allegations set forth in paragraph 17 of the Complaint as stated.

18. Global asserts that the express language of the Note speaks for itself.

Global denies the allegations set forth in paragraph 18 of the Complaint as stated.

19. Global denies the allegations set forth in paragraph 19 of the Complaint as stated.

20. Global denies the allegations set forth in paragraph 19 of the Complaint.

COUNT I
BREACH OF DEMAND PROMISSORY NOTE

21. Global realleges the responses to paragraphs 1 through 20 of the Complaint above.

22. Global acknowledges Vox is asserting a breach of contract action in its Complaint. Global denies all remaining allegations set forth in paragraph 22 of the Complaint.

23. Global admits that William J. Delgato electronically signed the Note on behalf of Global. Global denies the remaining allegations set forth in paragraph 23 of the Complaint.

24. Global is without knowledge of the allegations set forth in paragraph 24 of the Complaint, and, as such, denies such allegations.

25. Global denies the allegations set forth in paragraph 25 of the Complaint.

26. Global denies the allegations set forth in paragraph 26 of the

Complaint.

DEFENSES AND AFFIRMATIVE DEFENSES

1. Vox's Complaint fails to attach all necessary attachments and should be dismissed.
2. The express language of the attachments to Vox's Complaint is inconsistent, and Vox is not entitled to the relief requested in its Complaint.
3. Global reserves the right to supplement and/or amend these affirmative defenses as the investigation and discovery process in this matter is still ongoing.

Dated: February 26, 2024

THE LILES FIRM, P.A.

/s/ Robert B. George

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Counsel for Defendant, Global Digital Solutions, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via electronic mail via the CM/ECF portal to the following attorneys of record this 26th day of February, 2024:

Robert W. Wilkins, Esq.
Travis J. Foels, Esq.
Jones Foster P.A.
505 S. Flagler Drive, Suite 1100
West Palm Beach, FL 33401

Counsel for Plaintiff, Vox Business Trust, LLC

/s/ Robert B. George
Attorney